

OFFICIAL GAZETTE



GOVERNMENT OF GOA

NOTE: There is one Extraordinary issue to the Official Gazette Sr. II No. 29 dated 15-10-98 namely Extraordinary dated 15-10-98 from pages 397 to 404 regarding Notifications from Department of Revenue.

GOVERNMENT OF GOA

Department of Labour

Order

No. CL/Pub-Awards/97/4554

The following Award dated 19-8-1997 in Reference No. IT/13/93 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary (Labour).

Panaji, 1st September, 1997.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/13/93

Shri Mohan Singh Gurkha,
Rep. By the Secretary,
Goa, Trade and Commercial Workers Union,
Velho Building, 2nd Floor,
Panaji Goa.

— Workman/Party I

V/s

M/s V. N. Bandekar,
Bandekar Extension Quarters,
Altinho, Panaji Goa.

— Employer/Party II

Workman/Party I represented by Adv. Shri Raju Mangueshkar.

Employer/Party II represented by Adv. Shri V. Menezes.

Dated: 19-8-1997.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order No. 28/56/92-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s V. N. Bandekar, Altinho, Panaji Goa, in terminating the services of Shri Mohan Singh Gurkha, Watchman, w.e.f. 16-4-91 is legal and justified?"

If not, to what relief the workman is entitled?"

2. On receipt of the reference a case was registered under No. IT/13/93 and registered A/D notices were issued to the parties. The workman/party I (For short "Workman") filed statement of claim which is at Exb. 3. The case of the workman in brief is that he was employed with the employer/Party II (For short "Employer") w.e.f. 1-1-1971 as a watchman and he was issued a letter of appointment dated 30-6-72. The employer terminated the services of the workman w.e.f. 6-4-91 arbitrarily and therefore, the workman raised an industrial dispute before the Labour Commissioner, Panaji. In the conciliation proceedings, the employer stated that the services of the workman were terminated because he committed misconduct by abusing the Proprietor of the Employer and that he was coming drunk on duty. Since no settlement could be arrived at, a failure report was submitted to the Government and reference of the dispute was made by the Government to this tribunal for adjudication. The workman contended that the Employer terminated his services without holding any disciplinary inquiry into the alleged mis-conduct nor any show cause notice was issued to him before terminating his services. The workman also contended that he was not given one month's notice nor was paid any legal dues at the time of termination of his services. The workman therefore prayed that he be ordered to be reinstated with full back wages and other consequential benefits as his termination is illegal and unjustified.

3. The employer filed written statement which is at Exb. 5. The employer stated that no demand for reinstatement was made on the employer by the workman and therefore, it cannot be said that industrial dispute existed. The employer denied that there is employer-employee relationship between the employer and the workman and stated that the workman was employed by the Director in his own personal capacity. The employer stated that in the conciliation proceedings, an offer was made to the workman for reinstating him, but the same offer was not accepted by the workman and therefore he was now estopped from claiming any reliefs in the reference. The employer denied that the workman was employed as a watchman and stated that the salary of the workman was paid from the personal account of the Director and also that

he was not on the muster roll of the employer. The employer denied that no letter of appointment was issued to the workman. The employer denied that the services of the workman were terminated arbitrarily by the employer. The employer stated that since the workman was not in the employment of the employer, nor his services were terminated by the employer, the question of holding any disciplinary inquiry by the employer into the mis-conduct did not arise. The employer stated that the workman is not entitled to any reliefs as claimed by him and the reference is liable to be rejected. The workman thereafter, filed rejoinder which is at Exb. 6.

4. On the pleadings of the parties, issues were framed at Exb. 7 and thereafter, the case was fixed for recording the evidence of the workman. After the examination-in-chief of the workman was recorded, the employer submitted that the dispute between the parties was being settled and hence, at the request of the parties, the case was fixed on 28-7-97 for filing terms of settlement. On the said date, both the parties appeared with their respective advocates and filed terms of settlement dated 28-7-97 at Exb. 12. The parties prayed that Consent Award be passed in terms of the settlement Exb. 12. I have gone through the terms of the settlement which are signed by the workman and the employer and also by their advocates. I am satisfied with the terms of settlement, which are certainly in the interest of the workman. I therefore, accept the submissions made by the parties and pass the Consent Award in terms of settlement dated 28-7-97 Exb. 12.

ORDER

1. The Employer agrees to the pay to the workman the amount of Rs. 35,000/- (Rupees Thirty Five Thousand only) as all dues payable by him. The employer has paid to the workman today, said amount of Rs. 35,000/- (Rupees Thirty Five Thousand only) by cheque No. BA 232004 drawn on Federal Bank Ltd. Panaji Goa, dated 28-7-1997. The said cheque is drawn on the account of M/s Viva Earthmovers, Panaji Goa, and is paid on behalf of M/s V. N. Bandekar, the employer.

2. The workman hereby acknowledges receipt of the cheque referred above as full and final settlement of all dues to him.

3. The workman hereby gives up all claims made in the case as also agrees that he has no further claims or dues as against the Employer. The workman specifically states that he hereby gives up his claim for reinstatement into the job/employment claimed by him.

No order as to costs.

Inform the Government accordingly.

Sd/-
Ajit J. Agni
Presiding Officer
Industrial Tribunal

Order

No. CL/Pub-Award/98/10927

The following Award dated 10-1-97 in Reference No. IT/8/96 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary (Labour).

Panaji, 24th September, 1998.

IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

IT/8/96

Shri Pandurang B. Narvenkar
H. No. 184, Mainolem
Vasco da Gama.

— Workmen/Party I

V/s

Shri Shankar Krishna Dicholkar
M/s Gomantak Flour Mills
H. No. 164, Baina, Sansmole
Rivonkar Building
Vasco da Gama.

— Employer/Party II

Dated: 10-1-97.

Workman/Party I-Represented by Adv. Shri R. Mangueshkar.

Employer/Party II - Ex-Parte.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa, by order dated 31-1-96 bearing No. 28/68/95-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s Gomantak Flour Mill, Vasco da Gama, in terminating the services of Shri Pandurang B. Narvekar, Mill Operator w. e. f. 2-9-94 is legal and justified.

If not, to what relief the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/8/96 and registered A/D notice was issued to the parties. Both the parties were duly served with the notice. However, in pursuance to the said notice only the party I (For short "workman") appeared and was represented by Adv. Shri R. Mangueshkar. The workman filed his statement of claim which is at Exb. 4. The facts of the case in brief as pleaded by the workman are that he was employed with the party II (For short "Employer") as a Mill Operator since the year 1971 and he was drawing the salary of Rs. 1,500/- per month. That all of a sudden, on 2-9-1994, the employer refused employment to him without assigning any reasons. That by letter dated 10-11-94, the workman requested the employer to pay his legal dues for refusing work inspite of having put in continuous service for about 23 years. That thereafter, the workman raised an industrial dispute before the Asst. Labour Commissioner, Vasco da Gama, Goa as regards his service and non payment of his legal dues. That in the conciliation proceedings before the Asst. Labour Commissioner, the employer filed the reply denying that the services of the workman were terminated, and stated that the workman was responsible for mis-conduct and irresponsible behaviour. That the Asst. Labour Commissioner asked the employer to take back the workman in service or to hold enquiry for the alleged misconduct and irresponsible behaviour of the workman. That however, the employer did not do so nor paid any compensation to the workman, and subsequently, a failure report was submitted to the Government by the Asstt. Labour Commissioner. The workman contended that the employer did not comply with the provisions of Industrial Disputes Act, 1947, while

refusing employment to him. The workman, therefore, contended that the action of the employer in terminating his services w.e.f. 2-9-94 is illegal and unjustified, and hence he was entitled for reinstatement with full back wages.

3. The employer, inspite of being served with the notice did not appear on any of the dates of hearing. The employer also did not file any written statement inspite of the opportunity given and hence the case was proceeded ex-parte against him on 27-9-96 and ex-parte evidence of the workman was subsequently recorded.

4. Since the case has proceeded ex-parte against the employer, only the evidence of the workman is on record. The workman has examined only himself in support of his case. The workman in his deposition stated that he was working with the employer since the year 1971 and he produced the xerox copy of the form which was displayed on the notice board by the employer. The workman identified the signature of the employer on the said form marked at point 'A' and stated that his name figures at Sr. No. 1. The workman further stated that the employer terminated his services on 2-9-94 without giving him any notice. The workman produced the copy of the letter dated 10-11-94 sent to the employer, alongwith the A/D card Exb. W-2 colly. The copy of the complaint made to the Asstt. Labour Commissioner, Vasco, dated 21-11-94 Exb. W-3, and the reply dated 6-2-95 Exb. W-4 filed by the employer in the conciliation proceedings before the Asstt. Labour Commissioner. The workman also produced the copy of the failure report Exb. W-5. The workman stated that the employer still runs the flour mill and he is unemployed from the date of the termination of his service.

5. The deposition of the workman has gone unchallenged since the case has proceeded ex-parte against the workman. I have no reason to disbelieve the statement made by the workman which is made on oath. The workman has produced the copy of the form Exb. W-1 which was displayed on the notice board by the employer in March, 1976 and the name of the workman figures on the said form at Sr. No. 1. This supports the case of the workman that he was employed with the employer. The letter dated 10-11-94 Exb. W-2 colly shows that by this letter, the workman had clearly alleged that the employer had terminated his services without assigning any reason nor his dues were paid. This letter was received by the employer as can be seen from the A/D card, but the employer did not reply to the same denying the allegations made in the said letter. The workman has also produced the copy of the complaint Exb. W-3 made by him to the Asstt. Labour Commissioner, Vasco, the copy of the reply dated 6-2-95 Exb. W-4 filed by the employer and the copy of the failure report Exb. W-5. In the reply dated 6-2-95 Exb. W-4, the employer took the stand that the services of the workman were not terminated but his services were transferred to the sister concern M/s Ganesh Flour Mill at Baina. The employer further took the stand that the workman absented himself from service of his own free will. In the case of Gangaram K. Medekar v/s Zenith Safe Mfg. Co. to others, reported in 1996 (1) CLR, 172, the employer had taken the defence that the services of the workman were not terminated but he had voluntarily left the services as he was not interested in the employment. The Bombay High Court held that the employer unilaterally cannot say that the workman was not interested in service and for this reason, a domestic enquiry has to be held. The same principles would apply to the present case also. The employer in the present case did not hold any domestic enquiry nor led any evidence before this Tribunal to prove abandonment of service by the workman inspite of the opportunity given. Therefore, the contention of the employer that the workman left the services voluntarily cannot be accepted. Now, the next question is whether there is violation of Sec. 25 F of the Industrial Disputes Act, 1947, by the employer. Sec. 2(oo) of the I. D. Act, 1947 defines "Retrenchment" as follows:

"Retrenchment" means the termination by the employer of the services of a workman for any reason whatsoever otherwise than as

a punishment inflicted by way of disciplinary action, but does not include.—

- (a) Voluntary retirement of the workman or
- (b) Retirement of the workman on reaching the age of superannuation of the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) Termination of the services of the workman as a result of the non-renewal of its contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf concerned there in; or
- (c) Termination of the services of a workman on the ground of continued ill-health:

In the present case admittedly, the service of the workman was not terminated as a matter of punishment nor the case of the workman falls within one of the exceptions laid down in Sec. 2 (oo) of the I. D. Act, 1947. This being the case, the termination of the services of the workman amounts to retrenchment. As per Sec. 25 F of the I. D. Act, 1947, the services of the workman who is in continuous service for not less than one year cannot be retrenched unless he has been given one month notice or paid wages in lieu of such notice and he has been paid compensation at the rate of 15 days average wage per each completed year of continuous service or part thereof in excess of six months. The above conditions are the conditions precedent for retrenchment. Sec. 25 B (2) of the I. D. Act, 1947 lays down that a workman shall be deemed to be in continuous service under an employer for a period of one year if the workman during the period of 12 calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for not less than 190 days in the case of workman employed below ground in a mine and 240 days in any other case. Admittedly, the workman was not employed below ground in a mine and hence his case falls in the second category. The workman has all along contended he was employed in the year 1971 which has not been disputed by the employer. Even otherwise, the document namely the form Exb. W-1 which was displayed on the notice board by the employer in March, 1976 and the name of the workman figures at Sr. No. 1 in the said form. Therefore, from the said document it is evident that the workman was employed with the employer at least from March 1976. The services of the workman were terminated w.e.f. 2-9-94 which means that the workman had worked with the employer for more than 240 days during the period of 12 months preceding the date of termination of his service. This being the case, the provision of Sec. 25 F of the I. D. Act, 1947 are attracted to the workman. He has stated that his services were terminated without giving him any notice. There is no evidence on record to show that the workman was given one month's notice or was given notice pay or was paid retrenchment compensation.

The Supreme Court in the case of M/s Avon Industries Production Agency Pvt. Ltd; v/s Industrial Tribunal Haryana & others, reported in AIR 1979 SC 170 has held that giving of notice and payment of compensation is a condition precedent in the case of retrenchment and failure to comply with the provisions prescribing conditions for valid retrenchment in sec. 25 F renders the order of termination invalid and inoperative. In the present case, as I have said, there is no evidence to show that the workman was given one month's notice or was given one month's notice pay in lieu of notice or was paid retrenchment compensation. In the circumstances, the termination of the services of the workman becomes illegal and inoperative. I, therefore, hold that the workman has succeeded in proving that the termination of his services by the employer w.e.f. 2-9-94 is illegal and unjustified.

7. After holding that the termination of services of the workman by the employer is illegal and unjustified, the next question that arises is as to what relief should be granted to the workman. The ordinary rule is that when the order of termination is held to be illegal and unjustified, the workman should be reinstated with full back wages, unless there are circumstances which do not warrant reinstatement or full back wages. In the case of State Bank of India V/s Shri N. Sundera Money reported in AIR 1976 SC, 1111, the Supreme Court awarded reinstatement to the workman with full back wages after holding that the termination of the services of the workman was illegal for not complying with the provisions of Sec. 25 F of the I. D. Act, 1947. The Supreme Court in para 10 of its judgement held as follows:-

“What follows? Had the State Bank of India known the law and acted on it, half month's pay would have concluded the story. That did not happen and now, some years have passed and the Bank has to pay for no services rendered. Even so, hard cases cannot make bad law. Reinstatement is the necessary relief that follows”.

In the present case also, the services of the workman were terminated without complying with the provisions of Sec. 25 F of the I. D. Act, 1947. There is no evidence on record to show that the workman was gainfully employed after his services were terminated. This being the case, in the facts and circumstances of the present case, I do not find any reason to deviate from the ordinary rule and hence I am of the view that the workman is entitled for reinstatement with full back wages. I, therefore, hold that the workman is entitled for reinstatement with full back wages with all other consequential benefits. In the circumstances, I pass the following order.

ORDER

It is hereby held that the action of the Management of M/s Gomantak Flour Mill, Vasco da Gama, Goa, in terminating the services of the workman Shri Pandurang B. Narvekar, Mill Operator, w.e.f. 2-9-94 is illegal and unjustified. The workman Shri Pandurang B. Narvekar is ordered to be reinstated with full back wages and all other consequential benefits.

There shall be no order as to costs.

Inform the Government accordingly.

Sd/-
 Ajit J. Agni
 Presiding Officer
 Industrial Tribunal

Order

No. CL/Pub-Awards/98/10868

The following Award dated 11-8-1998 in Reference No. IT/48/94 given by the Industrial Tribunal, Panaji- Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Ex-Officio Joint Secretary (Labour).

Panaji, 22nd September, 1998.

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

No. IT/48/94

Smt. Vimal Topale,
 Rep. by Chowgule Employees Union,
 Vasco- Da-Gama. — Workman/Party I

V/s

M/s Chowgule & Company Ltd.,
 Mormugao Harbour,
 Goa. — Employer/Party II

Workman/ Party I represented by Adv. Shri T. Pereira.

Employer/ Party II represented by Adv. Shri G. K. Sardessai.

Panaji, Dated: 11-8-1998.

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 22-2-94 bearing No. 28/ 5/94-LAB referred the following dispute for adjudication by this Tribunal.

“Whether the action of the management of M/s Chowgule & Co. Ltd., Mormugao Harbour, in terminating the services of Smt. Vimal Topale, with effect from 1-2-1992 is legal and justified?”

If not, to what relief the workman is entitled?”

2. On receipt of the reference a case was registered under No. IT/48/94 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The workman-party I (for short “workman”) filed statement of claim which is at Exb. 5. The facts of the case in brief as pleaded by the workman are that she was working with the employer-party II (for short “employer”) as a labourer and her code No. on the employer's roll was 8160. That she was regularly drawing her monthly salary on pay sheet of the employer at pay-point 01, section 33 and she was regularly contributing towards provident fund and family pension fund. That she was told not to attend to work from 1-12-92 without assigning any reasons. That the workman wrote a letter to the Managing Director requesting him to reinstate her in service. However, no reply was sent to her letter. That in the conciliation proceedings the employer took the stand that her services were terminated from 1-12-92 on account of her rude behaviour. The workman contended that no memo was issued to her nor any charge sheet was issued to her and also no enquiry was conducted in her alleged misbehaviour by the employer prior to termination of her services. The workman contended that the termination of her services by the employer is illegal and unjustified and she is entitled to reinstatement in service with full back wages as per the settlement dated 30.12.89 with retrospective effect.

3. The employer filed the written statement which is at Exb. 6. The employer stated that the workman was employed by the Sr. Director of the Employer-Company as his domestic servant and her services were terminated from 1-12-92 for her rude behaviour towards the members of the household. The employer denied that the workman was employer with the employer-company and stated that she is not a workman within

the meaning of Industrial Disputes Act, 1947. The employer stated that the termination of the services of the workman is not an industrial dispute and since she was not employed to carry out the work of the employer-company, the wage structure and the terms and conditions of service of the company were not applicable to her from the date of her employment till the date of termination of her service. The employer stated that merely because the workman was paid through the company's pay slip it did not mean that she was a workman under the provisions of the Industrial Disputes Act 1947. The Employer stated that since the workman was not governed by the standing orders of the company nor the so called established norms of the industry there was no violation of the standing orders for not issuing any memo, show cause notice, or charge sheet or not conducting enquiry prior to termination of her service. The employer stated that since the workman was not the employee of the employer-company she is not entitled to claim the benefits of the settlement dated 30-12-89 arrived at between the employer-company and the union. The employer therefore contended that the termination of services of the workman is just and proper and she is not entitled to reinstatement in service with back wages as claimed by her. The workman therefore filed rejoinder which is at Exb. 7.

4. On the pleadings of the parties issues were framed at Exb. 8 and thereafter the case was fixed for recording the evidence of the workman. On 11.8.98 when the case was fixed for hearing, Adv. T. Pereira, the learned counsel for the workman and Adv. G. K. Sardesai, the learned counsel for the employer submitted that the dispute between the parties was amicably settled and they filed the consent terms dated 11.8.98 at Exb. 14. Both the parties prayed that consent award be passed in terms of the consent terms dated 11-8-98. I have gone through the consent terms which are duly signed by both the parties and I am satisfied that the said consent terms are certainly in the interest of the workman. I therefore accept the submissions made by the parties and pass the consent award in terms of the consent terms dated 11.8.98 at Exb. 14.

ORDER

1. The workman-Party I, Mrs. Vimal R. Tople, who was employed by the Senior Director of the Employer-Party II as his domestic servant, accepts termination of her services with effect from 1-12-1992.

2. The Workman-Party I subsequently approached Employer-Party II and showed willingness to settle the dispute pending before Industrial Tribunal and therefore requested the Employer-Party II to consider payment of ex-gratia to mitigate the hardship.

3. The Employer-Party II in sympathetic consideration of the request of Workman-Party I, agrees to pay Rs. 50,000/- (Rupees fifty thousand only) as ex-gratia, in full and final settlement of all dues, arising out of termination of service of Workman-party I.

4. The Employer-Party II agrees to make payment in terms of clause 3 above on or before 11-8-1998.

5. The Workman-Party I further agrees that she has no dispute or claim of whatsoever nature against the Employer-Party II or against the Senior Director Shri Y. D. Chowgule, with respect to her employment with the Employer-Party II.

There shall be no order as to costs.

Inform the Government accordingly.

Sd/-
Ajit J. Agni
Presiding Officer
Industrial Tribunal

Department of Personnel

Order

No. 6/4/98-PER

Read: Government Order No. 6/4/98-PER dated 9-9-1998.

In partial modification of the Government Order cited above, Shri D. C. Sahoo is posted as Managing Director, Goa Cooperative Marketing and Supply Federation Limited thereby relieving Shri Jose Philip, Managing Director, Goa Tourism Development Corporation of the additional charge.

2. Shri Sahoo will be on deputation and governed by the standard terms of deputation as contained in this Department's O. M. No. 13/4/74-PER dated 10-10-1990 as amended from time to time.

3. Shri Menino D'Souza, Deputy Collector (LA) South Goa shall hold the additional charge of the post of Special Land Acquisition Officer, Konkan Railway Corporation, Margao, until further orders.

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 25th September, 1998.

Order

No. 5/26/94-PER

On the recommendation of the Hon. Chief Minister, Shri Charles D'Souza, Junior Scale Officer of Goa Civil Service presently functioning as Land Acquisition Officer, Public Works Department, Altinho, Panaji, is transferred and posted as Special Secretary to Chief Minister on deputation with effect from 1-10-1998 (F. N.).

The deputation of Shri D'Souza will be governed by the standard terms of deputation as contained in this Department's O.M. No. 13/4/74-PER dated 10-10-1990 and as amended.

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 30th September, 1998.

Order

No. 6/4/98-PER

Read: (1) Govt. Order No. 6/4/98-PER dated 9-9-1998.
(2) Govt. Order No. 6/4/98-PER dated 25-9-1998.

In partial modification of the orders referred to above, Government is pleased to effect the following transfers and

postings of Senior Grade Officers of Goa Civil Service with immediate effect:—

Sr.-No.	Name & designation of the Officer	Transferred and posted against
i)	Shri D. C. Sahoo, under orders of transfer.	Managing Director, Goa Industrial Development Corporation on deputation vice Shri A. V. Palyekar, who is repatriated to Economic Development Corpn.
ii)	Shri P. S. Nadkarni, Additional Collector (North).	Director of Social Welfare vice Shri S. V. Shirodkar transferred.
iii)	Shri S. V. Shirodkar, Director of Social Welfare.	Additional Collector (North) vice Shri P. S. Nadkarni transferred.
iv)	Shri N. Suryanarayana under orders of transfer.	Director of Vigilance, Panaji against vacant post.

2. Shri Armando Mascarenhas, Joint Secretary (Personnel) shall hold additional charge of Joint Secretary (Home) until further orders thereby relieving Shri S. S. Keshkamat of the said charge.

3. Shri S. S. Keshkamat, Commissioner for Departmental Inquiries shall hold the additional charge of the post of Chief Executive Officer, Goa, Daman & Diu Khadi and Village Industries Board, Panaji until further orders.

4. Shri G. J. Prabhu Dessai shall continue against the post of Director (Admn.), P.W.D., Panaji.

5. Shri D. C. Sahoo will be on deputation, initially, for a period of one year, and will be governed by the standard terms of deputation as contained in this Department's O.M. No. 13/4/74-PER dated 10-10-90 as amended from time to time.

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 30th September, 1998.

Order

No. 6/4/98-PER

Shri Ashok Dessai, Dy. Director of Vigilance is transferred and posted as Land Acquisition Officer, Public Works Department, Altinho-Panaji vice Shri Charles D'Souza transferred.

2. Shri Ashok Dessai shall hand over the charge of the post to Shri Arun L. Dessai, Dy. Director of Vigilance and take over the charge of Land Acquisition Officer, P.W.D. immediately.

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 30th September, 1998.

Order

No. 13/18/98-PER

Governor of Goa is pleased to grant extension in service to Shri K. R. David, Controller, Legal Metrology (Weights and Measures), beyond the age of his superannuation (i.e. 25-9-1998) upto 24-10-1999.

The extension is subject to termination without assigning any reasons with one month's notice at any time during the period of extension.

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 7th October, 1998.

Order

No. 6/3/81-PER (Vol.VIII) Part

Smt. Candida Fernandes, Deputy Director (Admn.) Office of Labour Commissioner, Panaji is transferred and posted as Project Officer in the Directorate of Technical Education with immediate effect.

Smt. Fernandes will be on deputation initially for a period of one year and shall be governed by the standard terms of deputation as contained in this Department's O.M. No. 13/4/74-PER dated 10-10-1990 and amended from time to time.

Smt. Fernandes is also permitted to draw her salary for the period from 1-8-1998 till the date of her joining in Directorate of Technical Education against the post of Under Secretary (Personnel).

By order and in the name of the Governor of Goa.

Armando Mascarenhas, Joint Secretary (Personnel).

Panaji, 12th October, 1998.

Department of Revenue

Notification

No. 22/67/98-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. for construction of Crematorium at Tisk Usgao in Survey No. 223/1 in V. P. Usgao Ganjem Ponda Taluka.

Now, therefore, the Government hereby notifies, under sub-section (1) of section (4) of the Land Acquisition Act, 1894 (Central Act I of 1894) (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part, the fact will also be notified in the same manner.

4. The Government further appoints, under clause (c) of section 3 of the said Act, the Deputy Collector/SDO, Ponda to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government also authorises under sub-section (2) of section 4 of the said Act, the following Officers to do the Acts, specified therein in respect of the said land.

1. The Collector North, Goa District, Panaji.
2. Deputy Collector/ SDO, Ponda.
3. Block Development Officer, Ponda.
4. Director of Settlements & Land Records, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Deputy Collector/SDO, Ponda for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Ponda		Village: Usgao Ganjem	
Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.	
1	2	3	
223/1 part	O: Comunidade of Usgao. Directorate of Education.	10,000	
Boundaries:			
North: S. No. 223.			
South: S. No. 223.			
East: S. No. 223.			
West: S. No. 223.			
		Total: 10,000	

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 9th October, 1998.

Notification

No. 22/55/97-RD

Read: Government Notification No. 22/55/97-RD dated 16-12-97 published in the Official Gazette Series II No. 40 dated 1-1-1998 and in 2 local newspapers viz. Tarun Bharat dated 2-1-1998 and Gomantak Times dated 1-1-1998 regarding Construction of road from Soyostakaiwado to Rumabhat in a length of 820 mts. at Batim in Tiswadi Taluka.

In the Schedule appended to the Notification cited above, survey Nos. 15/17 part and 15/5 part shall be read as survey Nos. 17 part and 18/5 part respectively.

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 8th October, 1998.

Notification

No. 22/70/98-RD

Read: Notification No. 22/70/98-RD dated 29-7-1998 Reg. L.A. at Shantinagar, New Vaddem, Vasco-da-Gama under Chalta No. 1 of P.T. Sheet No. 147 which falls under P.T. Sheet No. 161, published in the Official Gazette dated 6-8-1998, Series II, No. 19, page 254 and in two local daily newspapers (i) Navhind Times dated 10-8-1998 and (ii) Gomantak dated 11-8-98.

The purpose of acquisition of the land published in the Notification cited above shall be read as "Land Acquisition for Municipal Garage and Cattle pound at Shantinagar, New Vaddem, Vasco-da-Gama", instead of "L.A. at Shantinagar, New Vaddem, Vasco-da-Gama under Chalta No. 1 of P.T. Sheet No. 147 which falls under P.T. Sheet No. 161".

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 8th October, 1998.

Notification

No. 22/79/97-RD

Whereas by Government Notification No. 22/79/97-RD dated 26-9-97 published on pages 513 & 514 of Series II, No. 33 of the Official Gazette, dated 13-11-1997 and in two newspapers (1) Gomantak Times dated 11-10-1997 (2) Rashtramat dated 13-10-1997 it was notified under section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. const. of road from Talpona to Shri Gurupradashappan temple at Talpona in Ponguinim Constituency (addl. land 1500m²) Canacona.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of section 5A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of section 3 of the said Act, the Land Acquisition Officer, P.W.D. (Cell), Altinho-Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and directs him under section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said Land Acquisition Officer, P.W.D. (Cell), Altinho-Panaji till the award is made under section 11.

SCHEDULE

(Description of the said land)

Taluka: Canacona		Village: Ponguinim	
Survey No./ Sub-Div. No.	Name of the person believed to be interested	Approx. area in sq. mts.	
1	2	3	
189 part	O: Smt. Padmavati Raja.	1500	
		Total 1500	

By order and in the name of the Governor of Goa.

Smt. A. Menezes, Under Secretary (Revenue).

Panaji, 9th October, 1998.

Department of Social Welfare

Directorate of Social Welfare

Notification

No. 13/19/89-SWD/1531

Read: Government Notification No. 13/19/89-SWD dated 29-12-97.

In partial modification of the Government Notification No. 13-19-89-SWD dated 29-12-97 constituting a Committee to look after the interests of Scheduled Castes and Scheduled Tribes in the State of Goa, Government is pleased to reconstitute the said Committee with the following members:-

1. Chandrakant Chodankar,
Minister for Social Welfare. — Chairman
2. Shri D. G. Mandrekar,
Dy. Speaker. — Vice Chairman
3. Smt. Sonia Subash Halarnkar,
H. No. 1108, Maina Socorro,
P. O. Porvorim, Bardez Goa. — Member
4. Shri Shambu B. Bandekar,
Ex-M.L.A.
Dalit Sanghatana,
Saligao, Bardez Goa. — Member
5. Shri Gajanan Parwar,
Harijan Worker Community
Bordem-Bicholim-Goa. — Member
6. Shri Gangaram Morajkar,
Goa State Scheduled Caste Federation
Panaji-Goa. — Member
7. Shri N. B. Rao,
Akhil Gomantak Charkar Samaj,
Karaswada, Mapusa Goa. — Member
8. Shri Bhiku Parwar,
Harijan Worker Community,
Bordem-Bicholim. — Member
9. Shri Krishna Parwar,
Babasaheb Ambedkar Samaj
Sanghatan
Deulwada-Borim, Ponda Goa. — Member
10. Shri Chandrakant Jadhav,
Dalit Annyaya Niwaran Kruti/Samiti
Rainbow Tailor, Pernem.
11. Shri S. K. Jadhav,
Yug Nayak Goa,
Assagao Bardez. — Member
12. Secretary (Social Welfare) — Member
13. Director of Social Welfare — Member Secretary.

The Committee shall hold its meeting once in every quarter and shall study the schemes of local Government and Government of India for the benefit of the above communities and advise Government on various matters for the effective implementation of those schemes.

The Non-official members shall be paid sitting allowance of Rs. 400/- per sitting. No separate TA/DA shall be paid.

The tenure of the Committee shall be for a period of 3 years from the date of notification.

S. V. Shirodkar, Director of Social Welfare and Ex-Officio Joint Secretary.

Panaji, 24th July, 1998.

Department of Transport Directorate of Transport

Order

No. 5/2/93-TPT (PF)/1092

Read: Government Order No. 5/2/93-TPT(PF) dated 7-7-98.

Government is pleased to transfer the following Asstt. Directors of Transport in the Directorate of Transport with immediate effect in public interest:

Sr. No.	Name & Designation & present posting	Posted on Transfer
1	2	3
1.	Shri Servo Fernandes, (On promotion)	Asstt. Director of Transport (Enforcement) North vice Shri Ashok Bhonsle, A.D.T.
2.	Shri Vithal R. Fernandes, (On promotion)	Asstt. Director of Transport (Enforcement) South (vacant post)
3.	Shri S. P. Kuchelkar, Asstt. Director of Transport (H.Q.).	Asstt. Director of Transport, Bicholim (vacant post).
4.	Shri Manuel Afonso, Asstt. Director of Transport, Ponda.	Asstt. Director of Transport, (H.Q.), vice Shri S. P. Kuchelkar, A.D.T.
5.	Shri Ashok Bhonsle, Asstt. Director of Transport (Enforcement), North.	Asstt. Director of Transport, Ponda vice Shri Manuel Afonso, A.D.T.

Shri Dilip Nagvenkar, Asstt. Director of Transport (South) shall hold the additional charge of the post of Asstt. Director of Transport, Vasco, in addition to his own duties until further orders.

K. N. S. Nair, Director of Transport & Ex-Officio Joint Secretary.

Panaji, 24th July, 1998.